

# St. Louis-San Francisco Railway Company

906 Olive Street — St. Louis, Missouri 63101 — (314) 342-8457

Donald E. Engle  
Vice President - Law  
and Secretary

RECORDATION NO. 5767-A Filed 1425

FEB 26 1980 - 11 25 AM

INTERSTATE COMMERCE COMMISSION

February 25, 1980

84978-C (71)

0-057A019

DATE FEB 26 1980  
FEE \$ 10.00

ICC Washington, D. C.

Mrs. Agatha L. Mergenovich, Secretary  
Interstate Commerce Commission  
Washington, DC 20423

Re: Supplemental Agreement dated as of February 20, 1980  
between The Boatmen's National Bank of St. Louis,  
Assignee, and St. Louis-San Francisco Railway Company  
to Conditional Sale Agreement (No. 71), dated as of  
July 1, 1970, between Pullman Incorporated (Pullman-  
Standard division) and St. Louis-San Francisco Ry. Co.

Dear Mrs. Mergenovich:

Pursuant to 49 U.S.C. §11303 and to the Commission's rules  
and regulations thereunder, as amended, I enclose herewith for  
filing and recordation the above-referenced Supplemental Agree-  
ment to Conditional Sale Agreement (No. 71), dated as of July 1,  
1970.

Set out below are the names and addresses of the parties to  
the transaction:

Assignee : The Boatmen's National Bank of  
St. Louis, Assignee under Agreement  
and Assignment dated as of July 1,  
1970, between Pullman Incorporated  
(Pullman-Standard division) and  
The Boatmen's National Bank of  
St. Louis, as Agent  
100 North Broadway  
St. Louis, Missouri 63102

Builder  
& Vendor : St. Louis-San Francisco Railway Company  
906 Olive Street  
St. Louis, Missouri 63101

Conditional Sale Agreement (No. 71) and the Agreement and  
Assignment were filed as one document and recorded with the Inter-  
state Commerce Commission on June 26, 1970, at 4:05 p.m., and  
assigned Recordation No. 5767.

Mrs. Agatha L. Mergenovich, Sec'y  
Interstate Commerce Commission

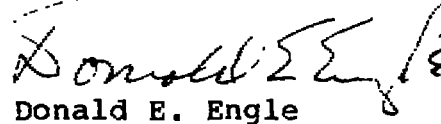
Feb. 25, 1980  
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The equipment covered by the Supplemental Agreement, dated as of February 20, 1980, to Conditional Sale Agreement (No. 71) consists of one Pool-Type Bay Window Caboose, bearing Road No. SLSF 1733, being built in this Company's shops at Springfield, Missouri.

Also enclosed is this Company's check in the amount of \$10.00, payable to the Interstate Commerce Commission, representing the recordation fee required by 49 C.F.R. 1116.3.

Please stamp all of the enclosed counterparts with your official recording stamp. You will wish to retain two copies for your files. It is requested that the remaining counterparts be delivered to the bearer of this letter.

Very truly yours,

  
Donald E. Engle

Enclosures

cc: Mr. Hugh R. H. Smith  
Wilmer & Pickering  
1666 K Street, N.W.  
Washington, DC 20006

RECORDATION NO. 5767-A Filed 1425  
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INTERSTATE COMMERCE COMMISSION

SUPPLEMENTAL AGREEMENT

Dated as of February 20, 1980

b e t w e e n

THE BOATMEN'S NATIONAL BANK  
OF ST. LOUIS, ASSIGNEE

a n d

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

Supplementing

CONDITIONAL SALE AGREEMENT (No. 71)

Dated as of July 1, 1970

b e t w e e n

PULLMAN INCORPORATED  
(PULLMAN-STANDARD DIVISION)

a n d

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

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SUPPLEMENTAL AGREEMENT, dated as of February 20, 1980, between THE BOATMEN'S NATIONAL BANK OF ST. LOUIS (hereinafter called the Assignee), a National Banking Association organized and existing under the laws of the United States of America, Assignee, party of the first part, and ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY, a corporation duly organized and existing under the laws of the State of Missouri (hereinafter called the Railroad), party of the second part;

WHEREAS, by Conditional Sale Agreement dated as of July 1, 1970 (hereinafter called the Conditional Sale Agreement), between Pullman Incorporated (Pullman-Standard division) (hereinafter called the Builder) and the Railroad, there was transferred to the Railroad certain railroad equipment (hereinafter called the Equipment), the full legal title remaining vested in the Builder; and

WHEREAS, by an Agreement and Assignment dated as of July 1, 1970 (hereinafter called the Assignment), between the Builder and the Assignee, all of the right, title, and interest of the Builder in and to the Equipment and the Condi-

tional Sale Agreement, and the rights, powers, privileges, and remedies thereunder, were assigned, transferred, and set over to the Assignee as agent for several investors under an Agreement dated as of July 1, 1970; and

WHEREAS, the Conditional Sale Agreement and the Assignment were filed and recorded as one document with the Interstate Commerce Commission, pursuant to the provisions of Section 20c of the Interstate Commerce Act, on June 26, 1970, at 4:05 P.M.; and assigned Recordation Number 5767; and

WHEREAS, the Railroad, pursuant to Article 8 of the Conditional Sale Agreement, has heretofore paid over to the Assignee an amount in cash equal to the then value (as defined in the Conditional Sale Agreement) of certain units of the Equipment specifically described in the Conditional Sale Agreement which have become worn out, lost, destroyed, or irreparably damaged; and

WHEREAS, pursuant to the provisions of Article 8 of the Conditional Sale Agreement, there has been filed with the Assignee the Railroad's written direction that the cash paid to the Assignee as aforesaid be applied to or toward the cost of the kind and number of units of new standard gauge railroad equipment, other than work or passenger equipment, described in Exhibit A, hereto attached, (hereinafter called New Equipment; and

WHEREAS, the Railroad has delivered to the Assignee the certification and the opinion of counsel required by the provisions of Article 8 of the Conditional Sale Agreement;

NOW, THEREFORE, THIS SUPPLEMENTAL AGREEMENT WITNESSETH:

The New Equipment, title to which shall be vested in the Assignee by reason of a Bill of Sale from the Railroad, the builder and vendor thereof, to the Assignee, shall be deemed part of the Equipment, subject to all the terms and conditions of the Conditional Sale Agreement in all respects as though it had been part of the original Equipment included thereunder.

This Supplemental Agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Assignee, acting in accordance with the terms and conditions of the Conditional Sale Agreement, and the Railroad, pursuant to due corporate authority, have caused these presents to be signed in their respective corporate names by their respective officers thereunto duly authorized and their respective corporate seals to be hereunto affixed, duly attested, as of the day and year first above written.

OF ST. LOUIS, Assignee

By

~~Secretary~~

By

Vice President

ATTEST:

Assistant Secretary

**Michele May**

Notary Public

**My Commission Expires March 14, 1983**

STATE OF MISSOURI )  
 ) ss.  
CITY OF ST. LOUIS )

On this 19th day of February, 1980,  
before me personally appeared Donald E. Engle, to me personally  
known, who, being by me duly sworn, says that he is a Vice  
President of St. Louis-San Francisco Railway Company; that one  
of the seals affixed to the foregoing instrument is the corpo-  
rate seal of said corporation; and that said instrument was  
signed and sealed on behalf of said corporation by authority  
of its Board of Directors and he acknowledged that the execu-  
tion of the foregoing instrument was the free act and deed of  
said corporation.

James L. Hank  
Notary Public

My commission expires:

June 30, 1980



EXHIBIT A

<u>No. of Units</u>	<u>Railroad's Nos.</u>	<u>Description</u>	<u>Cost Per Unit</u>	<u>Total Cost</u>
1	SLSF 1733	Pool Type Bay Window Caboose	\$ 46,957.00	\$ 46,957.00